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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, in their)	No. C 07-04784 EMC
capacities as Trustees of the LABORERS)	
HEALTH AND WELFARE TRUST FUND)	
FOR NORTHERN CALIFORNIA; LABORERS)	
VACATION-HOLIDAY TRUST FUND FOR)	[PROPOSED] JUDGMENT
NORTHERN CALIFORNIA; LABORERS)	
PENSION TRUST FUND FOR NORTHERN)	
CALIFORNIA; and LABORERS TRAINING)	
AND RETRAINING TRUST FUND FOR)	
NORTHERN CALIFORNIA,)	
)	
Plaintiffs,)	
)	
v.)	
)	
CHESTER L. NEAL, Individually and doing)	
business as C.L. NEAL CONSTRUCTION,)	
)	
Defendant.)	

The Court having granted Plaintiffs' Motion For Entry of Default Judgment By Court
Against Chester L. Neal, individually and doing business as C.L. Neal Construction (hereinafter
"Defendant"), it is hereby ORDERED that default judgment be entered in favor of Plaintiffs and
against the Defendant as follows:

1. Defendant shall submit to a full audit by auditors the Plaintiffs will select, at the
premises of Defendant, or the premises where its records are kept, during business hours, at a
reasonable time or times, and to allow the auditors to examine and copy such books, records,

papers, and reports of Defendant relevant to the enforcement of the Collective Bargaining Agreement or Trust Agreement, including but not limited to the following:

Individual earning records (compensation); W-2 forms; 1096 and 1099 forms; reporting forms for all Trust Funds; State DE-3 tax reports; workers compensation insurance report; employee time cards; payroll journal; quarterly payroll tax returns (form 941); check register and supporting cash voucher; Form 1120 - 1040 or partnership tax returns; general ledger - (portion relating to payroll audit);

2. Defendant shall forthwith cease its refusal to submit to an audit of its books, records, papers, and reports as the agreements to which they are bound require;

3. Upon completion of the audit, Defendant shall pay over to Plaintiffs such sums as shall be ascertained to be due from Defendant and interest on those sums;

4. Defendant shall pay actual damages according to proof;

5. Defendant is permanently enjoined, for so long as it remains obligated to contribute to Plaintiffs Trust Funds, from failing, neglecting, or refusing to timely submit required monthly contributions reports and payments as the terms of the collective bargaining agreement, Trust Agreement, and the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA") sections 502(a)(3), (g)(2), 29 U.S.C. § 1132(a)(3), (g)(2) require;

6. Defendant shall pay attorneys' fees and costs in the amount of \$5,713.85;

7. Such further relief as the Court deems just and proper; and

8. This Court retains jurisdiction of this matter to enforce the Order compelling an audit and payment of all amounts found due and owing.

Dated: _____

The Honorable Edward M. Chen,
United States District Court Judge